

RECORDATION NO. 26727 FILED <sup>F</sup>

FEB 05 '10 -12 00 PM

**SURFACE TRANSPORTATION BOARD**

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

February 5, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Security Interest, dated February 5, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Mortgage previously filed with the Board under Recordation Number 26727-B.

The names and addresses of the parties to the enclosed document are:

Security Trustee: Wells Fargo Bank Northwest, National Association  
299 South Main Street  
Salt Lake City, UT 84111

Borrower GRH 2006-1, LLC  
(f/k/a ARH 2006-1, LLC)  
c/o GATX Rail Holdings, Inc.  
222 West Adams Street  
Chicago, IL 60606

Section Chief  
February 5, 2010  
Page Two

A description of the railroad equipment covered by the enclosed document  
is:

82 railcars within the series AOK 112200 - AOK 112299 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index follows:

Partial Termination of Security Interest.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 26727-F

FEB 05 '10 -12 00 PM

**PARTIAL TERMINATION OF SECURITY INTEREST**

**SURFACE TRANSPORTATION BOARD**

**THIS PARTIAL TERMINATION OF SECURITY INTEREST ("Termination")** dated February 5, 2010 between GRH 2006-1, LLC (the "Borrower") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Security Trustee" and together with the Borrower, the "Parties"). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Security Agreement (as defined below).

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Security Agreement dated as of May 31, 2006 (as amended, modified and supplemented from time to time, the "Security Agreement");

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Memorandum of Mortgage, dated as of December 21, 2006, copies of which were recorded with the Surface Transportation Board (the "STB") on December 21, 2006 at 2:40 p.m. and assigned recordation number 26727-B; and

**WHEREAS**, the Borrower and the Security Trustee now desire to terminate and cancel the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Equipment listed on Exhibit I hereto (the "Relevant Units").

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Security Trustee hereby terminates and cancels the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, effective as of the date of this Termination (the "Effective Date") in accordance with the terms and conditions of the Security Agreement, and the Parties hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the Relevant Units shall survive such termination and cancellation of the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.
2. The Parties agree to file this Termination with the STB so as to release any security interest in and mortgage lien created by or arising out of the Security Agreement with respect to the Relevant Units.
3. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

4. This Termination shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**, not in its  
individual capacity but solely as Security  
Trustee

By: 

Name: Jon Croasmun

Title: Vice President

**GRH 2006-1, LLC**, as Borrower

By: GATX Rail Holdings, Inc., its Manager

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

**WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION**, not in its  
individual capacity but solely as Security  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

**GRH 2006-1, LLC**, as Borrower

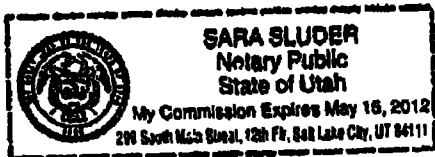
By: GATX Rail Holdings, Inc., its Manager

By: William J. Hasek  
Name: William J. Hasek  
Title: Vice President and Treasurer

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) SS:

On this, the 3rd day of February, 2010, before me, a Notary Public in and for said County and State, personally appeared Jon Croasmun, who being by me duly sworn, says that he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on February 3, 2010 on behalf of the Company, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Sara Sluder  
Name: Sara Sluder  
Notary Public  
My Commission Expires: May 16, 2012  
Residing in Utah

(SEAL)

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS:

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of GRH 2006-1, LLC (the "Company"), that said instrument was signed on \_\_\_\_\_, 20\_\_ on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on \_\_\_\_\_, 20\_\_ on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

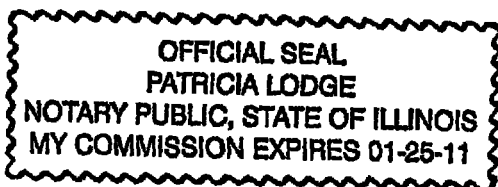
\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

(SEAL)

~~STATE OF NEW YORK~~ )  
~~COUNTY OF NEW YORK~~ ) SS:  
*ILLINOIS*  
*COOK*

On this, the 4<sup>th</sup> day of February, 2010, before me, a Notary Public in and for said County and State, personally appeared William J. Naselli, who being by me duly sworn, says that (s)he is the Vice President & Treasurer of GRH 2006-1, LLC (the "Company"), that said instrument was signed on February 4, 2010 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Patricia Lodge  
Name: Patricia Lodge  
Notary Public  
My Commission Expires: 01-25-11  
Residing in Cook County - Chicago, IL

(SEAL)



**EXHIBIT I TO  
PARTIAL TERMINATION OF SECURITY INTEREST  
EQUIPMENT**

Eighty-Two (82) 60-foot, 286,000 lb. GRL; Plate F Boxcars with 8-foot double plus doors, each manufactured by Gunderson-Concarril, S.A. de C.V.

Car Numbers.

AOK 112200  
AOK 112201  
AOK 112202  
AOK 112203  
AOK 112204  
AOK 112205  
AOK 112207  
AOK 112209  
AOK 112210  
AOK 112211  
AOK 112212  
AOK 112213  
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AOK 112215  
AOK 112216  
AOK 112218  
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AOK 112235  
AOK 112236  
AOK 112237  
AOK 112240  
AOK 112242  
AOK 112243  
AOK 112244  
AOK 112246  
AOK 112247  
AOK 112248

Car Numbers:

AOK 112249  
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AOK 112251  
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AOK 112298  
AOK 112299

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated.

2/5/10



Robert W Alvord